

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI TO EXECUTE A WHOLESAL DISTRIBUTION SERVICE AGREEMENT WITH AMEREN SERVICES COMPANY OF MISSOURI.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor and City Clerk of the City of Centralia, Missouri are hereby authorized and directed to execute a Wholesale Distribution Service Agreement with Ameren Services Company of Decatur, Illinois to provide delivery of wholesale electric power to the City of Centralia, Missouri.

SECTION 2. The terms and conditions of this contract are provided for in the “Exhibit A,” which is attached and hereby made a part of this ordinance.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

Read two times by title only and **PASSED** by the Board of Aldermen and **APPROVED** by the Mayor this the 21st Day of August, 2023.

Alderman Wilkins: Yes
Alderman Hudson: Yes
Alderman Cox: Yes

Alderman Deckerd: Yes
Alderman Rodgers: Yes
Alderman Magley: Yes

Chris Cox, Mayor

ATTEST:

Marilyn Dick, City Clerk

Exhibit A

**Second Amended and Restated
Wholesale Distribution Service Agreement
For
Centralia, Missouri**

This Second Amended and Restated Wholesale Distribution Service Agreement (“Service Agreement”) dated _____, _____, is entered into, by and between Ameren Services Company, as agent for its electric utility affiliate, Union Electric Company d/b/a Ameren Missouri (“Owner”) and Centralia, Missouri (“Customer”) in order for Owner to provide Wholesale Distribution Service (“WDS” or “WDS Service”) to Customer. This Service Agreement supersedes all prior agreements for WDS Service entered into between Owner and Customer, and any of their predecessors. Owner and Customer are each referred to as “Party”, and collectively referred to as “Parties”.

WHEREAS, Owner is a transmission owning member of the Midwest Independent Transmission System Operator, Inc. (“Midwest ISO”), and transmission service across Owner’s transmission facilities is provided under the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as amended from time to time (“Midwest ISO Tariff” or “Tariff”); and

WHEREAS, Owner also owns distribution related electrical facilities (“Distribution Facilities”) that are subject to the provisions of the Midwest ISO Tariff; and

WHEREAS, Owner desires to make its Distribution Facilities available to Customer pursuant to rates, terms and conditions set forth in this Service Agreement;

WHEREAS, Customer desires to use Owner’s Distribution Facilities pursuant to rates, terms and conditions set forth in this Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Effective Date and Term

This Service Agreement shall become effective on December 1, 2023, or on such other date determined by the Federal Energy Regulatory Commission (“FERC”) (such date hereinafter referred to as the “Effective Date”).

2. WDS Charges

Customer shall pay the following rates and charges that apply to the requested WDS:

Subject to, and in accordance with, the Principles Governing Charges and Loss Factors For Wholesale Direct Assignment Facilities, filed in FERC Docket No. ER00-255-000 (“Principles Agreement”), the charge for Wholesale Distribution Service facilities shall be computed at the annual rate of 16.42% times the original cost investment of the local distribution facilities assigned or allocated to Customer. The annual and monthly Distribution Facilities Charge for WDS provided under this Service Agreement is \$351,864 per year, or \$29,322 per month. The Customer Charge known as the Transmission Contract Administration Charge shall be \$100.00 per month and shall be in addition to the Distribution Facilities Charge specified in this paragraph. If additional facilities are installed on Owner’s system, the Distribution Facilities Charge shall be modified and this

Service Agreement shall be revised to reflect the costs of such additional facilities, provided such modification is in accordance with the Principles Agreement or any agreement replacing the Principles Agreement or FERC approved methodology replacing the Principles Agreement.

3. Metering - Loss Adjustment Factors

Subject to, and in accordance with, the Principles Agreement, for purposes of computing Customer's charges hereunder, metered loads shall be increased for losses occurring between Owner's Transmission System and Customer's metering points by multiplying Customer's metered load by 1.0150 to account for the appropriate distribution loss factor of 1.50 %.

4. Transmission Service

Nothing in this Service Agreement conveys a right to transmission service under the Tariff. Customer shall separately obtain transmission service subject to the rates, terms and conditions of the Tariff.

5. Force Majeure

Owner or Customer shall not be considered in default as to any obligation under this Service Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, if Owner's or Customer's performance under this Service Agreement is hindered by an event of Force Majeure, it shall make all reasonable efforts to perform its obligations under this Service Agreement. An event of Force Majeure means any act of God, labor disturbance, act of public enemy, war, act of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond Owner's or Customer's control.

6. Limitation of Damages

In no event shall either Owner or Customer be liable under this Service Agreement or under any cause of action related to the subject matter of this Service Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise for any incidental, special, punitive or consequential damages including, but not limited to, loss of use, increased costs of purchased or replacement power, interest charges, inability to operate at full capacity, lost profits, or claims of Customer's customers or members. Owner shall not be liable to the Customer, its customers or members for damages caused by interruption of service, voltage or frequency variations, single phase to three phase lines, reversal of phase rotation, or carrier-current frequencies imposed by Owner for system operations or equipment control except such as result from the failure of Owner to exercise Good Utility Practice in furnishing the service. Customer should install protective equipment if such occurrences might damage its apparatus.

7. Assignment

This Service Agreement may be assigned by a Party, without the consent of the other Party but with prior written notice, to any entity or entities in connection with a merger, consolidation, reorganization or other change in the organizational structure of the assigning Party, provided that the surviving or successor entity(ies) agree(s), in writing, to assume the assigning Party's obligations and duties under, and be bound by, the terms of this Service Agreement and further satisfy one of the following criteria:

- (a) the assignee has an Investment Grade Credit Rating;
- (b) the obligations of the assignee are guaranteed by a parent with an Investment Grade Credit Rating; or
- (c) the assignment is being made in connection with a merger, consolidation or sale of substantially all the assignor's assets to another party that has an Investment Grade Credit Rating at least equal to that of the assignor.

8. Regulatory Approval

This Service Agreement shall be subject to the approval of the regulatory agencies having jurisdiction. This Service Agreement will be filed with FERC for approval under Section 205 of the Federal Power Act as soon as practicable after its execution by the Parties. The Parties agree to support such filing, to reasonably cooperate with respect to the filing, and to provide any information, including the filing of testimony, reasonably required to comply with applicable filing requirements.

9. Modification of Service Agreement

Notwithstanding any other provision in this Service Agreement to the contrary, Owner has the right to modify this Service Agreement at any time upon a change in Customer's service or when a cost of service or loss factor study performed by Owner indicates a need for such modification.

In addition, notwithstanding any provision in this Service Agreement to the contrary, any Party may unilaterally make application to the FERC under Sections 205 or 206, as applicable, of the Federal Power Act and pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation, under or related to this Service Agreement over which the FERC has jurisdiction.

10. Counterparts

This Service Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Contacts

Ameren Services Representative and Address
Address

Kay Janeen Tapscott (K-30)
Ameren Services
Senior Wholesale Contract Specialist
2460 N Jasper St
Decatur, IL 62526

Customer Representative and

City of Centralia
City Administrator
114 S. Rollins
Centralia, MO 65240

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Ameren Services Company,
As agent for Union Electric Company
d/b/a Ameren Missouri

Centralia, Missouri

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____